

**EXHIBIT 3**  
**(part 1)**

Have questions? Contact us.

#### About You

First Name

Hanzo

Current Street Address

535 Anton

ZIP Code

92626

Have you lived at this address for at least 30 days?

#### Create Your Account

Email Address

Hanzo@ho

Password

Confirm Password

#### Your password must:

- Have at least 1 lowercase letter
- Have at least 1 uppercase letter
- Have at least 1 number
- Be between 8 and 35 characters long
- Not contain your username

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By clicking "Create Account," I agree to the Experian Terms of Use Agreement, and the Experian Privacy Policy.

I authorize ConsumerInfo.com to use my personal information to provide me with Experian credit products and services ("Services") and to share my information with Experian's service providers for the purpose of providing me with the Services.

I understand that my information may be shared with Experian's service providers for the purpose of providing me with the Services.

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## Terms of Use Agreement

Revised July 2, 2019

(Please note that our Terms of Use Agreement is also referred to as the "Terms and Conditions")

### OVERVIEW AND ACCEPTANCE OF TERMS

You agree that by creating an account with ECS (as defined below), or accessing or using our Services (as defined below), website(s) (such as this website, <https://usa.experian.com>, or any affiliated website (including, but not limited to, [Experian.com](#), [FreeCreditReport.com](#), [FreeCreditScore.com](#), [CreditReport.com](#), [Creditchecktotal.com](#), [CreditScore.com](#), [usa.experian.com](#), and [experian.experiandirect.com](#))), or mobile applications (such as the Experian app), as well as any content provided or accessible in connection with the website(s) or mobile application(s), including information, user interfaces, source code, reports, images, products, services, and data (each website and mobile application referred to herein as a "Website," and collectively, as "Websites"), you represent to ECS that you have read, understood, and expressly consent and agree to be bound by this Terms of Use Agreement, and the terms, conditions, and notices contained or referenced herein ("Agreement") whether you are a "Visitor" (which means that you simply browse or access a Website), or a "Customer" (which means that you have created an account with ECS, or enrolled or registered with a Website, or are accessing or using a Service).

At Customer's election, Customer may, from time to time, request to receive, and ECS may provide, free services or services subject to a fee, whether a recurring fee or a one-time transactional fee (each a "Service"), and Customer's receipt and use of such Services shall, at all times, be subject to this Agreement. The term "Service" includes, but is not limited to, the provision of any of our products and services, including credit report(s), credit risk score(s), credit monitoring, credit score monitoring and credit score tracking (including all the data and information contained therein), the receipt of any alerts notifying you of changes to the information contained in your credit report(s), regardless of the manner in which you receive the Services, whether by email or mail, through a website or mobile application, by telephone, or through any other mechanism by which a Service is delivered or provided to you. The term "you" or "User" refers to a Visitor or a Customer. For purposes of this Agreement, the term "ECS" refer to ConsumerInfo.com, Inc., an Experian® company (also known as Experian), and referred to as "Experian" on the Websites, its predecessors in interest, and assigns, and any of its third party service providers (including, without limitation, any service providers) who ECS uses in connection with the provision of the Services to you, and do not wish to be bound by this Agreement, you should immediately cease using the Websites. Notwithstanding the immediate preceding sentence, if you continue to access and use a Website, by virtue of your continued access and/or use of the Websites, you are indicating your acceptance of this Agreement and agreement to be bound by the terms, conditions, and notices contained herein. If you wish to become a Customer and make use of the Services, you will be prompted during the registration process to agree, and must agree, to be bound by this Agreement.

For the avoidance of doubt, this Agreement expressly applies to: (a) your access to and use of the Websites; (b) any and all transactions between you and ECS through the Websites, including for the provision of any Services or of any credit, personal, financial or other information delivered as part of or in conjunction with free Services or paid Services, including any such information that may be archived to the extent made available on the Websites, such as (i) for your purchase of non-membership based Services such as the 3 Bureau Credit Report and FICO® Scores, the FICO Industry or other Base FICO Scores and/or an Experian Credit Report and FICO Score, (ii) enrollment and use of free Services (such as EXPERIAN CREDITWORKS™ Basic), and/or enrollment, purchase and use of membership based Services (such as EXPERIAN CREDITWORKS™ Premium, Experian IdentityWorks™, or Experian Credit Tracker™); and (iii) your access to and use of calculators, credit resources, text, pictures, graphics, logos, button items, icons, images, works of authorship and other information and all revisions, modifications, and enhancements thereto contained in the Websites.

You may not browse the Websites, or create an account or register with ECS, or use or enroll in any Services, and you may not accept this Agreement, if you are not of a legal age to form a binding contract with ECS. If you accept this Agreement, you represent that you have the capacity to be bound by it. Before you continue, you should print or save a local copy of this Agreement for your records.

**THE SERVICES AND WEBSITES ARE SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED HEREIN AND ALL APPLICABLE LAWS AND REGULATIONS. PLEASE READ THIS AGREEMENT CAREFULLY. YOUR ACCEPTANCE OF, ORDER OF, USE OF, AND/OR ACCESS TO, THE SERVICES AND WEBSITES CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OR CONDITIONS, DO NOT USE, ACCESS OR ORDER ANY SERVICE OR ACCESS OR USE THE WEBSITES. IF YOU HAVE ALREADY BEGUN ACCESSING OR USING THE SERVICES AND/OR WEBSITES AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, IMMEDIATELY CEASE USING THE SERVICE OR WEBSITE AND/OR DISCARD ANY INFORMATION OR PRODUCTS YOU RECEIVED VIA ANY SERVICE OR WEBSITE (TO THE EXTENT APPLICABLE), AND CALL CUSTOMER CARE AT 1-855-962-6943 TO CANCEL YOUR ACCOUNT WITH ECS. NOTE, YOU MAY ALSO BE ABLE TO DEACTIVATE YOUR PAID SERVICE AND RETAIN YOUR ACCOUNT WITH ECS ONLINE, AS AND TO THE EXTENT EXPLAINED IN FURTHER DETAIL BELOW.**

### PERMISSIBLE PURPOSE AND CONSENTS

You understand and agree that, by establishing an account with ECS, or submitting your order or enrolling for any Service (including an order for a Service that includes enrollment of your minor child in such Service), you have provided "written instructions" in accordance with the Fair Credit Reporting Act, as amended ("FCRA"), for ECS, and its service provider, CSIDentity Corporation, an Experian company ("CSID"), to obtain your credit report and/or credit score(s) (or the credit report or credit score(s) of any minor children whom you have enrolled in a Service) on a recurring basis to provide them to you while you have an account with ECS, and such information may be obtained by Experian Information Solutions, Inc. ("Experian Credit Bureau") or any other credit or counseling reporting company. You understand and agree that, pursuant to such authorization, ECS, and its service provider, CSID, may access your credit profile (and those of any minor children whom you have enrolled in a Service), including without limitation, your credit report, credit score(s) and other related information, to, among other things, verify your identity (or those of any minor children whom you have enrolled) and to provide credit monitoring, credit scoring, credit score monitoring and tracking, identity monitoring, alerts for, among other things, dormant accounts, new accounts, inquiries, other changes to information contained in your credit report, fraud resolution, or card registry products. You understand and agree that ECS, and its service provider, CSID, may, from time to time, provide products, services, features and/or functionality to you, and that they shall be offered pursuant to the same authorization that you provided to ECS for ECS to obtain your credit report and/or credit score(s) on a recurring basis to provide them to you to review while you have an account with ECS.

You further understand and agree that, by establishing an account with ECS, or submitting your order or enrolling for any Service, you have provided "written instructions" in accordance with the FCRA for ECS to obtain and use the information you have provided, and your credit report and/or credit score(s) to notify you of credit opportunities and other products and services that may be available to you through ECS or through unaffiliated third parties (as explained in the section below entitled "General Description of Services"). In addition, you further understand and agree that, if you request certain loan offers as part of any Service, such as prequalified personal loan offers, you are authorizing ECS to send your information to lending partners on your behalf, and have provided "written instructions" in accordance with the FCRA to such lending partners to obtain information

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how your personal is contained in our policy. This product is not subject to this notification, an annual notice of change, if required.



Terms & Conditions Privacy Policy

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from your personal credit profile or other information from one or more consumer reporting agencies, such as TransUnion, Experian or Equifax, solely to prequalify you for credit options, offers or other credit opportunities, including prequalified personal loan offers, and to share and exchange credit opportunities with ECS.

You understand and agree that ECS receives compensation for the marketing of credit opportunities or other products or services available through third parties, and that this compensation may impact how and where such credit opportunities, products or services appear on a Website (including, for example, the order in which they appear). You further understand and agree that many but not all credit opportunities available through third parties, such as prequalified credit and personal loan offers, may be made available to you in a Service, and such Service will not include all credit opportunities available through third parties. Please note that prequalification for a credit opportunity available through a third party does not guarantee approval, and you will need to submit an application with such third party if you choose to apply for a prequalified offer (and such application may result in a credit inquiry that can impact your credit score(s)).

You further understand and agree that, by using the Experian Boost Service or other Services using Linked Accounts (as defined below, including Financial Management Tools), you (i) authorize ECS and its service provider(s), including Finicity, to gain recurring access to your financial account(s) to obtain, use and store financial transactions ("Consumer Consent Transaction Data") to add and maintain transactions (e.g. addition of certain utility and mobile telecom bill payment history) to your Experian credit file, and if you elect to use Financial Management Tools for ECS to monitor and provide alerts and insights for your financial transactions for your own review (if Financial Management Tools are made available to you); and (ii) designate ECS, and its service provider(s), including Finicity, as your agent(s), and have provided "written instructions" in accordance with the FCRA, to add and maintain information to your Experian credit file using Consumer Consent Transaction Data, and such information may be provided on your behalf by ECS to the Experian Credit Bureau, and may be used and stored by the Experian Credit Bureau for any purposes lawfully permitted by the FCRA (e.g. use in lending decisions of certain utility and mobile telecom bill payment history added to your Experian credit file using Experian Boost), and/or to the same extent as any other information furnished to the Experian Credit Bureau for inclusion in your Experian credit file.

## AMENDMENTS

This Agreement may be updated from time to time. You should check this Website regularly for updates to this Agreement. Each time you order, access or use any of the Services or Websites, you signify your acceptance and agreement, without limitation or qualification, to be bound by the then current Agreement. Modifications take effect as soon as they are posted to this Website (or any of the Websites, to the extent applicable to you), delivered to you, or reasonably made available to you in writing by ECS. However, no unilateral amendment will retroactively modify the parties' agreed-to dispute resolution provisions of this Agreement for then-pending disputes, unless the parties expressly agree otherwise in writing. In all other respects, any modification or update to the arbitration provision shall be governed by subsection (g) of the Agreement's "Dispute Resolution By Binding Arbitration" Section below.

## MODIFICATION OF SERVICES OR WEBSITES

ECS may, at its discretion, modify or discontinue any of the Services or Websites, or any portion thereof, with or without notice. You agree that ECS will not be liable to you, your minor children or any third party for any modification or discontinuance of any of the Service or Websites.

## GENERAL DESCRIPTION OF SERVICES

The Services and Websites are meant to provide you a means to review your personal finance and/or credit information for educational purposes only, and to manage if and to the extent you so choose, and may notify you of credit opportunities and other products and services that may be available to you through ECS or through third parties (such as, among other things, advertisements or offers for available credit cards, loan options, financial products or services, or credit related products or services and other offers to Customers, the ability to track and collect certain consumer information specific to you, including but not limited to, credit score, loan and credit card monthly payment, total amount and interest rates). The Services and Websites are meant for your personal use only. The Services and Websites may also provide you other third-party product information, such as the availability of loans and other financial products or services, or credit related products or services (including credit repair or other credit education services). This includes receiving offers free of charge for various credit or other financial products or services based upon your self-identified credit attributes (and/or your consumer report or credit score). These offers may also be generic and may not contain offers based on information specific to you.

We will identify those Services that are provided to you free of charge. Some of the Services (including Experian Credit Tracker, Experian CreditWorks, or Experian IdentityWorks) may require a fee at the time of Service purchase or enrollment, such as membership Services that require the payment of an ongoing fee for ECS's provision of such Services. By purchasing such Services and providing payment information, you represent that you are authorized to utilize the payment method presented and agree to pay the specified fee for paid Services, including any method offered or used through a mobile application. Furthermore, you agree and authorize us to, for time to time: (i) submit a transaction using the card information provided, (ii) in the case of automatic recurring transactions, submit a transaction on a recurring basis (e.g., monthly or annual basis) for membership renewals, (iii) if necessary, obtain updates from card issuers for cards provided to us, (iv) if necessary, bill you, in a prorated manner (as required), in accordance with the particular fee terms for the Service you are purchasing or enrolling in, including if you are transitioning between free or paid Services (or vice versa), when a recurring basis transaction is at issue, and (v) if necessary (and applicable) bill your mobile carrier or others via a mobile application if you authorize us to do so. You may cancel your subscription or enrollment for an ongoing paid Service at any time by calling Customer Care or by using any other method specified on the Websites or in the customer membership center.

For the sake of clarity, if at any time while you have an account with ECS, you decide to cancel your membership in a paid Service, you will be automatically enrolled in a free Service, as the cancellation of the paid Service will not cancel your account with ECS unless you so indicate. To de-activate your account in its entirety and no longer receive the free Service, you must de-activate your account by contacting Customer Care (or logging into your online account to deactivate your account, if available) and expressly de-activating your account to no longer receive such free Service. In all events, your account with ECS, (including your access to and use of any Services (whether free or paid) and Websites, and regardless of whether you upgrade or downgrade any Services while maintaining your account), shall be governed by this Agreement (and the terms and conditions contained herein).

You acknowledge and agree that ECS (including its Services and/or Websites) has not and does not provide you (or any minor child enrolled in a Service) legal, tax, financial, or other advice (including, without limitation, advice on how to improve or repair your credit or credit scores), and that its Services and/or Websites are not designed or intended to provide any such advice. As discussed above, and for your convenience, we may provide links to various other third party websites that may be of interest to you. The third party offers or links that may be displayed on a Website are from third party companies from which ECS may receive compensation. Compensation may impact how, where or whether a third party product, service or link appears on a Website. There may be other offers generally available to you (including those available in the marketplace) that are not available to you on our Websites. ECS does not make any guarantee or imply approval for any particular offer or opportunity made on our Websites. Further, ECS does not represent, warrant or guarantee any level of potential savings or other benefit should you choose to apply for a particular offer. Any suggestion or representation of possible savings are for illustrative purposes only and may vary based on your individual financial circumstances and the terms made available to you by the applicable issuer or lender. ECS disclaims all liability for any errors or omissions in any express or implied suggestions or representations, related to, possibly savings made by ECS or its marketing partners. For updates

representations related to possible savings made by ECS or its marketing partners. For complete information on any particular offer, see the terms and conditions on the issuer or lender's website. If you click on a link for any offers, you will be directed to the issuer or lender's website where you may review the terms and conditions of the applicable opportunity or offer before applying.

While ECS uses reasonable efforts to present the most accurate information, we show a summary to help you choose a third party service, not the full legal terms. ECS does not control or endorse such websites and is not responsible for their content, nor is it responsible for the accuracy or reliability of any information, data, opinions, offers, advice, or statements contained within such websites, nor can ECS guarantee your eligibility to take advantage of any of the information, data, opinions, offers, advice or statements contained within those websites. Please carefully read the terms and conditions or terms of use policies of any other third party company or website you may link to from our Websites. If you decide to access any of the third party sites linked to the Websites, you do so at your own risk. ECS reserves the right to terminate any link or linking program at any time. ECS disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any materials or information contained on such third party websites.

## ACCOUNT WITH ECS; USE OF THE SERVICES

In consideration of your account with ECS, and/or your order of, access to, and/or use of any Service or Website, you agree to provide true, accurate, complete and current information about yourself and any minor children you are enrolling, or have enrolled, in any Service, when prompted to do so by the registration and application forms or requested to do so by ECS. If any information you provide is untrue, inaccurate or not current, or if ECS has reasonable grounds to suspect that such information is untrue, inaccurate or not current, ECS, at its sole discretion, has the right to suspend or terminate your account, or order of, use of, and/or access to, any Service or Website, and refuse all current or future orders of, use of, and/or access to, any Service or Website, or suspend or terminate any portion thereof. You acknowledge and agree that ECS may, in its sole discretion, retain any information you provide to it or generated by ECS (or its affiliates/suppliers) while you have an account with ECS, including any information about you (or any minor child you are enrolling, when enrolling in any Service) and any credit card or payment or other information obtained in connection with your account and/or the provision of any Service. If ECS does retain any such information, you acknowledge it is not obligated to retain that information for any specified period of time.

## DISPUTE RESOLUTION BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

SUMMARY:

MOST CUSTOMER CONCERNS CAN BE RESOLVED QUICKLY AND TO THE CUSTOMER'S SATISFACTION BY CALLING ECS'S CUSTOMER CARE DEPARTMENT AT 1-855-962-6943. IN THE UNLIKELY EVENT THAT ECS'S CUSTOMER CARE DEPARTMENT IS UNABLE TO RESOLVE A COMPLAINT YOU MAY HAVE REGARDING A SERVICE OR WEBSITE TO YOUR SATISFACTION (OR IF ECS HAS NOT BEEN ABLE TO RESOLVE A DISPUTE IT HAS WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), WE EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION TO THE FULLEST EXTENT PERMITTED BY LAW. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. ECS WILL PAY ALL COSTS OF ARBITRATION, NO MATTER WHO WINS, SO LONG AS YOUR CLAIM IS NOT FRIVOLOUS. HOWEVER, IN ARBITRATION, BOTH YOU AND ECS WILL BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM THE OTHER PARTY TO THE SAME EXTENT AS YOU WOULD BE IN COURT.

Arbitration Agreement:

(a) ECS and you agree to arbitrate all disputes and claims between us arising out of this Agreement directly related to the Services or Websites to the maximum extent permitted by law, except any disputes or claims which under governing law are not subject to arbitration. This agreement to arbitrate is intended to be broadly interpreted and to make all disputes and claims between us directly relating to the provision of any Service and/or your use of any Website subject to arbitration to the fullest extent permitted by law. The agreement to arbitrate includes, but is not limited to:

claims arising out of or relating to any aspect of the relationship between us arising out of any Service or Website, whether based in contract, tort, statute (including, without limitation, the Credit Repair Organizations Act) fraud, misrepresentation or any other legal theory; claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and claims that may arise after the termination of this Agreement.

For purposes of this arbitration provision, references to "ECS," "you," and "us" shall include our respective parent entities, subsidiaries, affiliates (including, without limitation, our service provider, CSID), agents, employees, predecessors in interest, successors and assigns, websites of the foregoing, as well as all authorized or unauthorized users or beneficiaries of Services and/or Websites or information under this or prior Agreements between us relating to Services and/or Websites. Notwithstanding the foregoing, either party may bring an individual action in small claims court. You agree that, by entering into this Agreement, you and ECS are each waiving the right to a trial by jury or to participate in a class action to the maximum extent permitted by law. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this arbitration provision. This arbitration provision shall survive termination of this Agreement.

(b) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to ECS should be addressed to: General Counsel, Experian, 475 Anton Boulevard, Costa Mesa, CA 92626 ("Notice Address"). The Notice must describe the nature and basis of the claim or dispute and set forth the specific relief you seek from ECS ("Demand"). If ECS and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or ECS may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by ECS or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or ECS is entitled.

You may obtain more information about arbitration from [www.adr.org](http://www.adr.org).

(c) After ECS receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee. (The filing fee currently is \$200 for claims under \$10,000, but is subject to change by the arbitration provider. If you are unable to pay this fee, ECS will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. If the AAA is unavailable or refuses to arbitrate the parties' dispute for any reason, the arbitration shall be administered and conducted by a widely-recognized arbitration organization that is mutually agreeable to the parties, but neither party shall unreasonably withhold their consent. If the parties cannot agree to a mutually agreeable arbitration organization, one shall be appointed pursuant to Section 5 of the Federal Arbitration Act. In all events, the AAA Rules shall govern the parties' dispute. The AAA Rules are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The AAA Rules may change from time to time, and you should review them periodically.

All issues are for the arbitrator to decide, including the scope and enforceability of this arbitration provision as well as the Agreement's other terms and conditions, and the arbitrator shall have

exclusive authority to resolve any such dispute relating to the scope and enforceability of this arbitration provision or any other term of this Agreement including, but not limited to any claim that the arbitration provision or any other term of this Agreement is null and voidable, unenforceable, class or representative claims are initially brought by either party in a court of law, and a motion to compel arbitration is brought by any party, then the court shall have the power to decide whether this agreement permits class or representative proceedings. The arbitrator shall be bound by the terms of this Agreement and shall follow the applicable law. In this regard, the arbitrator shall not have the power to commit errors of law or legal reasoning, and any award rendered by the arbitrator that employs an error of law or legal reasoning may be vacated or corrected by a court of competent jurisdiction for any such error. Unless ECS and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the final arbitration hearing will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Except as otherwise provided for herein, ECS will pay all AAA filing, administration and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse ECS for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

(d) The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding or in the final award, pursuant to applicable law and the AAA Rules.

(e) Discovery and/or the exchange of non-privileged information relevant to the dispute will be governed by the AAA Rules.

(f) YOU AND ECS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and ECS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific subparagraph (f) is found to be unenforceable in its entirety, then the entirety of this arbitration provision shall be null and void. However, if only a portion of this subparagraph (f) is found to be unenforceable, then the unenforceable portion of the provision shall be stricken, and the remainder of subparagraph (f) enforced. Any claims not subject to individual arbitration under applicable law shall be stayed in a court of competent jurisdiction pending completion of the individual arbitration.

(g) Notwithstanding any provision in this Agreement to the contrary, we agree that if ECS makes any change to this arbitration provision (other than a change to the Notice Address) during your membership in any Service, including credit monitoring, or subsequent to your purchase of any Service, you may reject any such change and require ECS to adhere to the language in this provision as written at the time of your enrollment or purchase if a dispute between us arises regarding such Service by providing Notice to ECS at the Notice Address above prior to initiating your dispute.

## FCRA DISCLOSURES

The FCRA allows you to obtain a copy of all of the information in your consumer credit file disclosure from any consumer credit reporting company for a reasonable charge. The FCRA also states that individuals are entitled to receive a disclosure directly from the consumer credit reporting company free of charge under the following circumstances:

- You have been denied credit, insurance or employment in the past 60 days as a result of your report
- You certify in writing that you are unemployed and intend to apply for employment in the 60-day period beginning on the day you make the certification
- You are a recipient of public welfare assistance
- You have reason to believe that your file at the agency contains inaccurate information due to fraud

The FCRA also permits consumers to dispute inaccurate information in their credit report without charge. Accurate information cannot be changed. You do not have to purchase your credit report or other information from ECS to dispute inaccurate or incomplete information in your Experian Credit Bureau file or to receive a copy of your Experian Credit Bureau consumer disclosure.

The credit report you are requesting from ECS is not intended to constitute the disclosure of Experian Credit Bureau information required by the FCRA or similar state laws. Experian Credit Bureau's National Consumer Assistance Center provides a proprietary consumer disclosure that is different from the consumer credit report provided by ECS. This disclosure report must be obtained directly from Experian Credit Bureau by going to [www.experian.com/dispute](http://www.experian.com/dispute), or by calling 888- EXPERIAN.

The FCRA allows consumers to get one free comprehensive disclosure of all of the information in their credit file from each of the three national credit reporting companies (Experian Credit Bureau, Equifax®, and TransUnion®) once every 12 months through a central source. Georgia residents can receive two disclosures per year. Although comprehensive, the credit reports from each of the three national credit reporting companies that are available from ECS may not have the same information as a credit report obtained directly from the three national credit reporting companies or through the central source. To request your free annual report under the FCRA, you must go to [www.annualcreditreport.com](http://www.annualcreditreport.com), or call 877-322-8228. ECS's Services are not related to the free FCRA disclosure that you are or may be entitled to.

## TERRITORIAL RESTRICTIONS

Unless otherwise specified, the Services made available through the Websites are intended for use by U.S. consumers only. We make no representations or warranties that the information, products or services provided through the Services or the Websites are appropriate for access or use in other jurisdictions.

Recognizing the global nature of the Internet, however, you agree to comply with all local laws including, without limitation, laws about the Internet, data, email, export, or privacy. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which you reside. Notwithstanding the above, we reserve the right to limit the availability of the Services or the provision of any Services to any person, geographic area, or jurisdiction, at any time and in our sole discretion.

## COMPLIANCE WITH LAW AND NOTICE OF PROSECUTION

Your access and use of the Services and Websites must comply with all applicable laws, rules and regulations. Unauthorized access and use of the Services and/or Websites is expressly prohibited. For online customers, access to and use of password protected and/or secure areas of the Websites are restricted to authorized users only. Unauthorized individuals attempting to access these areas of the Websites may be subject to prosecution.

Further, failure to comply with all applicable laws, including but not limited to the FCRA, can result in state or federal enforcement actions, as well as private lawsuits. In addition, any person who knowingly and willfully obtains a consumer credit report or disclosure under false pretenses may face criminal prosecution.

## AUTHENTICATION

ECS will use commercially reasonable efforts to provide Services to you in a timely manner, including instant online delivery of your credit report for online customers when available. For certain online Services, however, when the system is unable to authenticate you, you may be routed through an alternate authentication process, such as authentication through Customer Care or a manual authentication process. In the event ECS utilizes a manual authentication process, ECS will send a private access code via U.S. mail to the address in your credit file, which you can use to access your account online. This process is normally completed within five (5) to seven (7) days. **In the event that you are routed through an authentication process, it is your responsibility to successfully complete authentication so that you can gain access to your account on the Website. Your account, including any membership or enrollment in a Service, will continue, including, if applicable, continuing to monitor your credit report(s) or score(s), all of which will be available to you once you complete authentication. Consequently, for any ongoing paid Services, you will continue to be billed for your membership and the associated services available to you until you cancel in accordance with this Agreement.** Please note that, for most Services, ECS cannot offer a manual authentication process and will be unable to fulfill your order if you fail online authentication one or more times. In the event you fail online authentication one or more times, you may be directed to Customer Care to complete the authentication process over the telephone.

## PERSONAL INFORMATION

ECS, and its service provider, CSID, may use your personal information to the extent necessary to authenticate your identity, process your order or request for, and provide, the Services to you, as well as for quality assurance, account and business maintenance, and such other business uses in accordance with applicable law.

## RECEIPT, REVIEW AND ACCEPTANCE OF PRIVACY AND AD TARGETING POLICIES

By establishing an account with ECS, or submitting your order for or enrolling in any Service, you acknowledge receipt of our Privacy Policy and Ad Targeting Policy, acknowledge that you have reviewed these policies, and agree to be bound by their terms. These policies can be accessed here: [Privacy Policy](#), [Ad Targeting Policy](#). Your agreement to be bound by this Agreement includes your agreement to be bound by the Privacy Policy and [Ad Targeting Policy](#), subject to the express terms contained in those policies. If you do not agree to the terms of either the Privacy Policy or Ad Targeting Policy, you should cease accessing and using the Services and Websites (including by cancelling your account with ECS). Notwithstanding the immediately preceding sentence, you agree to be bound by the Privacy Policy and Ad Targeting Policy upon submitting information to ECS to submit your order or enroll in any Service, even if you do not ultimately consummate your order or enrollment for a Service.

## ONLINE AND/OR MOBILE APPLICATION REQUIREMENTS

You must have an email address and provide the same to ECS, and have a Java-compatible browser to receive and/or access your Services online via a mobile application, if applicable. As an online (or mobile application) customer, you are agreeing to receive all notifications via email at the email address on file with ECS. You are obligated to update the email address on file when your email address changes. In the event that ECS is unable to deliver email messages to you, you agree to accept Service notifications in an alternative method, such as direct mail or SMS messages. We strongly encourage you to select SMS messaging as an alternative method of receiving notifications and alerts. You may select this method by accessing your Customer homepage online and changing your Alert Settings. Please note, mobile messaging rates may apply. All service alerts are also accessible online in your Alerts Center of your account.

The Services may offer features and services that are available to you via a Website, such as a mobile applications or mobile website. Standard messaging, data and other fees may be charged by your carrier. By using the mobile features, you agree to be bound by the terms of this Agreement and further agree that we may bill your carrier (if applicable) for any Services you authorize. You may also purchase services via mobile applications of third parties. Any third party mobile application purchases shall be governed by the purchase terms and conditions of the third party from which you are purchasing services. You also agree that we may send communications to your mobile device and collect information from your device, as described in our Privacy Policy and/or Ad Targeting Policy. You also agree that if you opt-in to receive SMS marketing offers, including from or on behalf of ECS, you agree to receive recurring autodialed text messages at the mobile phone number you provide. You can change your communication preferences at any time through the Mobile Center.

**In the event that you fail to or otherwise do not update your email address or mobile phone number on file with ECS, and thus ECS is unable to deliver email or SMS messages to you, you nonetheless understand and agree that any paid Service will be fulfilled at the price agreed upon at the time that you placed your order or enrolled in the Service.**

## NO WARRANTY BY ECS

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES AND WEBSITES IS AT YOUR SOLE RISK. ALL SERVICES AND WEBSITES ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ECS (AND ITS AFFILIATES AND SUPPLIERS) EXPRESSLY DISCLAIM ALL WARRANTIES OR GUARANTEES (OTHER THAN THE GUARANTEES FOR EXPERIAN CREDITWORKS, EXPERIAN CREDIT TRACKER AND CARDSAFE DESCRIBED WITHIN THIS AGREEMENT) OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. THE INFORMATION CONTAINED IN THE SERVICES AND WEBSITES OR OTHER MATERIALS YOU MAY RECEIVE FROM ECS DO NOT CONSTITUTE LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. OTHER THAN TO THE EXTENT MADE IN THE GUARANTEES FOR EXPERIAN CREDITWORKS, EXPERIAN CREDIT TRACKER AND CARDSAFE DESCRIBED WITHIN THIS AGREEMENT, ECS (AND ITS AFFILIATES AND SUPPLIERS) MAKE NO WARRANTY THAT (I) THE SERVICES ARE ACCURATE, TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE; AND (II) ANY RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE RELIABLE.

## PROMOTIONAL (OR ACTIVATION) CODES

If you are using a promotional (or activation) code to obtain a Service, you are restricted to a one-time use of such promotional (or activation) code. Any subsequent, unauthorized use of the promotional (or activation) code will result in immediate termination of any associated Services without notice and in accordance with the termination provision(s) in the section entitled "Use of the Services," found herein.

Please note that if you improperly obtain a Service with a promotional (or activation) code (including via a promotional (or activation) code you obtained that was not intended for your use in the first instance), any credit card number you may have provided to us will also be charged with the fee for the Service that was obtained improperly.

Promotional codes cannot be applied to previously placed orders, and are not transferrable or redeemable for cash or credit, and may not be copied, reproduced, published or distributed in any form without the prior written approval of ECS. If you used a promotional code to obtain a Service for a discounted recurring (e.g. monthly) fee for a limited period of time ("Discount Term"), you will be billed the standard rate for your Service (as provided to you during the enrollment process) on a recurring basis at the expiration of the Discount Term, unless you cancel your Service prior to the end of the Discount Term pursuant to this Agreement.

## LIMITATION OF LIABILITY

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YOU UNDERSTAND AND AGREE THAT ECS WILL NOT BE LIABLE TO YOU (OR ANY OF YOUR MINOR CHILDREN) FOR ANY DIRECT OR INDIRECT SPECIAL, CONSEQUENTIAL, OR TEMPORARY DAMAGES RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR ACCOUNT(S) WITH ECS, OR ACCESS TO, USE, OR INABILITY TO USE THE SERVICES OR WEBSITES, OR FROM YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE UPON ANY WEBSITE OR LINKED WEBSITE, WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF ECS HAS BEEN ADVISED OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THOSE DAMAGES. SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS; FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AGREE IN ANY EVENT THAT ECS'S TOTAL LIABILITY TO YOU (AND ANY OF YOUR MINOR CHILDREN) FOR ANY OR ALL OF YOUR LOSSES OR INJURIES (OR THOSE OF YOUR MINOR CHILDREN) FROM ECS'S ACTS OR OMISSIONS, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY YOU TO ECS FOR THE SERVICE YOU PURCHASE FROM ECS (EXCEPT TO THE EXTENT THAT AMOUNTS MAY BE RECOVERABLE IN ACCORDANCE WITH THE TERMS OF THE GUARANTEES FOR EXPERIAN CREDITWORKS OR EXPERIAN CREDIT TRACKER DESCRIBED WITHIN THIS AGREEMENT) DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE LIABILITY.

## CONSENT FOR ELECTION SIGNATURES, RECORDS AND DISCLOSURE ("E-CONSENT")

*Please read this information carefully and print a copy and/or retain this information for future reference.*

**Introduction.** In order to provide you with credit opportunities available through third party lending platforms, including prequalified credit and personal loan offers, such third party lending platforms may need your consent to use and accept electronic signatures, records, and disclosures ("E-Consent"). This form notifies you of your rights when receiving electronic disclosures, notices, and information. By clicking on a link assenting to this Terms of Use Agreement, you acknowledge that you received this E-Consent and that you consent to conduct transactions using electronic signatures, electronic disclosures, electronic records, and electronic contract documents ("Disclosures").

**Option for Paper or Non-Electronic Records.** You may request any Disclosures in paper copy by contacting the third party lending platforms directly. The lending platforms will provide paper copies at no charge. The lending platforms will retain all Disclosures as applicable law requires.

**Scope of Consent.** This E-Consent applies to all interactions online concerning you and the third party lending platforms and includes those interactions engaged in on any mobile device, including phones, smart-phones, and tablets. By exercising this E-Consent, the third party lending platforms may process your information and interact during all online interactions with you electronically. The lending platforms may also send you notices electronically related to its interactions and transactions. Disclosures may be provided online at our or third party lending platforms' websites, and may be provided by e-mail.

**Consenting to Do Business Electronically.** Before you decide to do business electronically with the third party lenders, you should consider whether you have the required hardware and software capabilities described below.

**Hardware and Software Requirements.** To access and retain the Disclosures electronically, you will need to use the following computer software and hardware: A PC or MAC compatible computer or other device capable of accessing the Internet, access to an e-mail account, and an Internet Browser software program that supports at least 128 bit encryption, such as Microsoft® Internet Explorer, Netscape® or Mozilla Firefox®. To read some documents, you may need a PDF file reader like Adobe® Acrobat Reader X™ or Foxit®. You will need a printer or a long-term storage device, such as your computer's disk drive, to retain a copy of the Disclosures for future reference. You may send any questions regarding the hardware and software requirements directly to the third party lending platforms.

**Withdrawing Consent.** Your E-Consent with respect to Disclosures about credit opportunities, including prequalified credit and personal loan offers submitted through ECS for our third party lending platforms' consideration of your offer request cannot be withdrawn because it is a one-time transaction. If you are matched with one or more third party lending platforms, you are free to withdraw your E-Consent with those third party lending platforms at any time and at no charge. However, if you withdraw this E-Consent before receiving credit, you may be prevented from obtaining credit from the lending platforms. Contact the third party lending platforms directly if you wish to withdraw this E-Consent. If you decide to withdraw this E-Consent, the legal effectiveness, validity, and enforceability of prior electronic Disclosures will not be affected.

**Change to Your Contact Information.** You should keep third party lending platforms informed of any change in your electronic address or mailing address. You may update such information by logging into the third party lending platform's website or by sending the lending platform a written update by mail.

**CONSENT.** BY AGREEING TO THIS TERMS OF USE AGREEMENT AND/OR USING ANY SERVICE OFFERING CREDIT OPPORTUNITIES, INCLUDING PREQUALIFIED CREDIT AND PERSONAL LOAN OFFERS, YOU ASSENT TO THE E-CONSENT TERMS. YOU ACKNOWLEDGE YOU HAVE READ THIS INFORMATION ABOUT ELECTRONIC SIGNATURES, RECORDS, DISCLOSURES, AND DOING BUSINESS ELECTRONICALLY. YOU CONSENT TO USING ELECTRONIC SIGNATURES, HAVING ALL DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM AND TO DOING BUSINESS WITH THE LENDING PLATFORMS ELECTRONICALLY. YOU ACKNOWLEDGE THAT YOU MAY REQUEST A PAPER COPY OF THE ELECTRONIC RECORDS AND DISCLOSURES, WHICH WILL BE PROVIDED TO YOU AT NO CHARGE. YOU ALSO ACKNOWLEDGE THAT YOUR CONSENT TO ELECTRONIC DISCLOSURES IS REQUIRED TO RECEIVE SERVICES FROM THIRD PARTY LENDING PLATFORMS OVER THE INTERNET.

## NOT A CREDIT REPAIR ORGANIZATION OR CONTRACT

ECS offers access to your credit report, FICO® Score, and other credit information. ECS is not a credit repair organization, and is not offering to sell, provide or perform any service to you for the express or implied purpose of either improving your credit record, credit history or credit rating or providing advice or assistance to you with regard to improving your credit record, credit history or credit rating. You acknowledge and agree that you are not seeking to purchase, use, or access any of the Service and Websites (or any content in the Websites) in order to do so.

Accurate adverse information on your credit report cannot be changed. If you believe that your credit report contains inaccurate, non-fraudulent information, it is your responsibility to contact the relevant credit reporting company, and follow the appropriate procedures for notifying the credit reporting company that you believe that your credit report contains an inaccuracy. Any information provided to you regarding the procedures followed by the various credit reporting companies related to the removal of inaccurate, non-fraudulent information is provided without charge to you and is available for free. Any such information is not included as part of your credit score monitoring product but is provided free of charge to all consumers, regardless of whether they are Customers of the credit score monitoring product.

## FICO® SCORES

FICO® Scores are developed by Fair Isaac Corporation. The FICO Score provided by ECS in Experian CreditWorks, Experian Credit Tracker, and Experian IdentityWorks is based on FICO Score 8, and is powered by Experian Credit Bureau credit data. ECS may, in its discretion and from time to time,